

## activeNewham (AN) General Terms and Conditions of Membership

1. Your agreement with activeNewham (AN) commences on the Agreement start date shown on the Membership Agreement form, and the stated terms there within and deemed accepted by you on issue and receipt of an official membership card.
2. You will be entitled to all the rights and privileges exercisable for the type of membership subscribed to – subject to the fair usage policy.
3. Your membership is not transferrable in whole or in part to any other person/s without prior written approval from activeNewham.
4. Membership is for a Minimum Period of 1, 3 or 12 months according to the Agreement selected and may be paid in full in advance or in instalment by Direct Debit.
5. All Memberships require 30 days advance notice of intended cancellation.
6. All customers are required to have a photo of themselves added to their membership profile.
7. Membership includes but is not limited to:
  - i) Leisure Centre Memberships    ii) Swimming Lessons both Monthly and Block Booking    iii) Any Crossfit Membership
  - iv) Any Courses or Lessons    v) Any Pay and Pay Card or Membership

### SUITABILITY TO EXERCISE

8. On signing up to the membership scheme you may be asked to complete a pre-activity readiness questionnaire designed to help you exercise safely and correctly. Please disclose any condition that you or a medical practitioner may consider might affect your readiness or suitability to exercise.
9. By signing this agreement you warrant, declare and acknowledge that:
  - i) The information given by you (the Member(s) in entering into this agreement is correct and will be relied upon us.
  - ii) To the best of your knowledge and belief, the Member(s) are in good health and not knowingly unsuitable for engagement in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing and physical condition.
  - iii) You will advise us immediately should your circumstances change.

### RIGHT TO CHANGE YOUR MIND

10. This agreement includes a cool-off period. You have the right to change your mind and cancel and / or amend your subscription in part or in whole within 14 days of the start of the agreement.
11. To exercise your rights within the 14-day cool-off period, notice must be given in writing to [memberships@activenewham.org.uk](mailto:memberships@activenewham.org.uk)
12. The cooling off period does not apply, if you have been a member of any AN centre within the past 12 months.
13. The cooling off period does not apply to Swimming Lesson products including but not limited to:
  - i) Swimming Lessons    ii) Crash Courses or Intensive Courses    iii) Wet Courses    iv) Dry Courses
14. You may cancel pre-paid activities and bookings for Group Exercise Classes and Racquet Sports, up to 48 hours before the activity or booking. No Refund will be provided, instead a credit will be provided to your account for the value of the Booking.
15. No refund or credit for activities or bookings will be given for immediate usage activities or bookings, including but not limited to:
  - i) Gym Sessions    ii) Swim Sessions    iii) Group Exercise Classes    iv) Racquet Sports    v) Health Suite Bookings
16. Qualifying applications will receive a full refund of the appropriate pre-paid fees

### FEES AND CHARGES

17. When a Joining Fee / Initial Payment / Prepayment is due from you to us, it is payable immediately and is not refundable unless applied for in point 7 above.
18. The Monthly Instalment Fee is due from you to us. You are obligated to make the minimum number of Direct Debit Instalments stated with the first one being paid on the 1st Direct Debit Due Date and then every month thereafter. For the avoidance of doubt, you are obligated to pay every instalment on the due date regardless of nonattendance, whatever the reason for non-attendance may be. Should you fail to pay an instalment or remove authority to collect your instalments by Direct Debit then the full balance of the remaining instalments will become due immediately.
19. Should you remove authority to collect your instalments at any time, your membership privileges will be suspended until a new authority is provided.
20. You agree to advise us immediately of any change to the member(s) contact details provided.
21. If you fail to pay any instalment or other amount due under this agreement for a period of 30 days, then we may pass the debt to a third party for recovery. Any costs associated with tracing you should you change your address, or be unresponsive to our reasonable attempts to contact you, may also be incurred.
22. We may change the amount of your monthly subscriptions. If we do, we will write to you (or email) in advance at the address(es) you have given us. For this reason, it is vital that you update us if either your postal or email address changes.

### FREEZING OR SUSPENSION OF MEMBERSHIP

23. Membership may under specific circumstances be frozen or suspended for a period of up to 3 months subject to prior receipt of the request in writing and approval by AN. Approval may be granted for specific reasons and evidence to support the request may be required. Depending on circumstances there may be a £5.00 charge per month for this service. All requests have to be submitted at least 10 working days in advance of your membership Monthly Instalment.

### RENEWAL

24. After completing the Minimum Number of Direct Debit Instalments, we will continue collecting the Direct Debit instalment every month as an automatic monthly payment, the Renewal Direct Debit Payment Amount. Your membership will be extended by one month for each payment. Each payment made is not refundable under any circumstances. The amount of the renewal Direct Debit Payment may only be amended if we advise you in writing giving you at least 10 working days' notice in advance of the intended collection date. For further clarification, The Renewal Period is that time after completing the Minimum Membership Period stated on the Membership Application.
25. During this Renewal Period, you can cancel your membership by giving 30 days' notice in advance (representing one further instalment payment) by emailing: [memberships@activenewham.org.uk](mailto:memberships@activenewham.org.uk) or writing to Membership Cancellations, activeNewham, Membership Administration Team, The Old Dispensary, 30 Romford Road, Stratford, London E15 4BZ. You cannot cancel your membership at a centre.

### FACILITIES

26. Membership covers attendance at the stated activeNewham centre in specific activities, when available.
27. We may change the Centre's opening times or withdraw any of the facilities at any time if we need them for tournaments and events or in connection with repair, alteration or maintenance work, or for any other reason. Where possible, we will inform you in advance of any significant or permanent changes to opening hours, programmes or facilities via notices on site or our website.
28. Some sessions may be programmed with restricted access to facilities and also subject to change.
29. No refunds will be made due to programming changes or disruptions as noted above.

### GENERAL TERMS

30. You agree to comply with the rules of membership, use of facilities and conduct which are available on our website. We may make reasonable changes to these rules at any time which we will give you advance notice of. You must also comply with the Zero Tolerance Policy as outlined in the Club Rules.
31. If we take no action for breaches of this agreement or give you extra time to comply or pay outstanding fees, it will not stop us strictly enforcing the terms of this agreement at a future date.
32. We may assign the benefits of this agreement and our rights there under to a third party on notice to you. Your rights under this agreement will not be prejudiced.
33. This agreement is governed under English Law.
34. We may terminate this agreement with immediate effect on notice to you if you are breach of the Club/scheme rules. In this event you will not be liable to pay any further Direct Debit payments, provided such breach is not deemed by us to have occurred primarily in order to qualify you for termination and/or a refund. No prepaid instalments or fees will be refunded on termination of this agreement.
35. If you are under 18 years of age, your parent or guardian must complete and accept this Agreement on your behalf. By accepting this Agreement, your parent or guardian agrees to be responsible for your behaviour and actions at all times and to pay us any amounts that are due on your behalf.
36. Lost or stolen memberships cards will be replaced at a cost of £2.50.
37. Damaged memberships cards can be replaced free of charge on presentation at a centre.

#### BOOKINGS & CANCELLATIONS

38. Members can book most activities up to six days in advance (online booking is available).
39. Members can cancel bookings made, 48 hours or less before the activity, activeNewham will charge the full amount if the vacancy has not been filled.
40. If a customer (including members) is late for a class or activity and is refused entry, activeNewham will charge the full amount of the class or activity.
41. If a customer does not attend a class or activity that has been booked in advance, activeNewham will charge the full amount of the class or activity.
42. Booking online is available, however, misuse of the online booking system will result in online booking privileges being revoked. Bookings will then only be able to be made via the call centre or at site.
43. When using our online system or using the activeNewham app to book, you must use the latest version of your browser, or the latest version of the app available from your app store.

#### FAIR USAGE POLICY

44. Activities that are included in your membership that are free of charge are subject to the Fair Usage Policy. This includes activities that are stated as unlimited usage. For avoidance of doubt the fair usage policy currently covers:
  - i) Racquet Sports – including but not limited to Badminton and Table Tennis
  - ii) The maximum number of sessions booked per calendar day is 3 sessions.
  - iii) You may only book 1 court consecutively.
  - iv) You may not book anymore than 1 court at the same time.

#### CHANGES TO PRE-BOOKED LESSONS

45. Any lessons or courses booked with AN are subject to the following conditions:
  - i) No Cooling off period is applicable.
  - ii) No refunds will be issued for missed or nonattended lessons.
  - iii) Once booked on to a lesson, you are allowed 1 change per year free of charge to the day and time of the lesson within the same learning stage.
  - iv) Should you wish to change your lesson over the allowed number of changes, then an administration fee will apply.

#### CONCESSION MEMBERSHIPS

46. To claim a concession membership, you will need to provide valid proof of eligibility. Eligible proof types can be found on our website [www.activenewham.org.uk](http://www.activenewham.org.uk)
47. You will be required to provide, on demand, and every six months, your eligibility. If you fail to provide, on demand, a valid proof of eligibility, then you will be charged the standard rate.
48. AN reserves the right to refuse concession membership at any time and is not required to validate the decision.

#### TIME BANDS

49. Some memberships have time bound entry privileges to AN Centres. Your membership privileges may only be valid at certain times. For the avoidance of doubt the following time bands apply:
  - i) Off-Peak – Monday to Friday 06:00 to 15:59 (must be checked in by 15:55) and from 06:00 to 22:00 on Saturday.
  - ii) Peak – Monday to Friday 16:00 to 21:59 (must be checked in by 21:55) and from 06:00 to 21:59 on Sunday
  - iii) Night – Monday to Sunday 22:00 to 05:59 (must be checking in by 05:55)
50. Some prices for bookings and activities are based on the time of access to the centre if they are not included in your membership privileges. For the avoidance of doubt the following time bands apply:
  - i) Off-Peak – Monday to Friday 06:00 to 15:59 (must be checked in by 15:55) and from 06:00 to 22:00 on Saturday.
  - ii) Peak – Monday to Friday 16:00 to 21:59 (must be checked in by 21:55) and from 06:00 to 21:59 on Sunday
  - iii) Night – Monday to Sunday 22:00 to 05:59 (must be checking in by 05:55)

#### CASHLESS ACCOUNT

51. A cashless account is an account held with AN that you or we have credited an amount of money to. This credit once purchased or provided can be used to purchase either pre-paid activities and bookings or immediate bookings with AN.
52. Once a credit has been added to your cashless account, either by you or by AN, it cannot be refunded under any circumstances.
53. Should you have debt on any other account held with AN, then any credit balance can be transferred from your cashless account to the debt account without authorisation from you to either clear or part clear this debt account.
54. Credit on the cashless account will be valid for 2 years, after 2 years any credit on the cashless account will be removed and cannot be reinstated or refunded.
55. No interest is paid for any account that is in credit with AN.

#### IMPORTANT – USE OF YOUR INFORMATION

You have a right to know how we use your personal data. The information held about you by credit reference agencies may be linked to relating to any person with whom you are linked financially. Read the “Use of Associated Records” before you sign. We may instruct a third party company to search you records at credit agencies who will add a footprint search to their record about you. This footprint will not be seen by other organisations that make searches. This and other information about you and those with whom you are linked financially may be used to make decisions about credit and credit related services such as insurance for you and members of your household, trace debtors and recover debt. Please contact us if you want to have details of those credit reference agencies from whom we obtain information about you. You have a legal right to these details. You have a right to receive a copy of the information we hold about you if you apply to us in writing. A fee will be payable. You have the right to select your preferred method for delivery of all member communications.

#### USE OF ASSOCIATED RECORDS

We may search records at credit reference agencies, which may be linked to records relating to your spouse/partner or other persons with whom you are linked financially and other members of your household. For the purposes of this agreement, you may be treated as financially linked and you will be assessed with reference to “associated records”.

#### DATA PROTECTION

Your personal information will be held and used in accordance with the Data Protection Act 1998. Our agents, or we, may send you information about your subscription, our products, and or our services from time to time. We do not pass member details on to third party companies for direct marketing purposes, without your consent. AN may use this data in connection with the detection or prevention of fraud or other crime. Please ask a member of our staff for our full Data Protection Policy.